of the fact that his legal title is not similarly restricted. See 2 TIFFANY, REAL PROPERTY, [2nd Ed.], Sec. 400; *Tallmadge* v. *East River Bank,* 26 N. Y. 105; *Knapp* v. *Hall,* 20 N. Y. Supp. 42; *Lowrance* v. *Woods,* 54 Tex. Civ. App. 233; *Chapin* v. *Dougherty,* 165 Ill. App. 426; *Allen* v. *Detroit,* 167 Mich. 464. Naturally, the courts cannot define precisely what circumstances will be adequate to put a purchaser upon inquiry as to the existence of a general plan. In *Tallmadge* v. *East River Bank,* supra, the court said, "The uniformity of the position of all the houses on St. Mark's Place was probably sufficient alone to put the defendant on inquiry," and in the principal case the court said, "That (the uniform style of the houses) alone was, in my judgment, enough to put the defendant to inquiry." In both of these cases, however, there were other facts indicating the existence of a general plan. In *Bradley* v. *Walker,* 138 N. Y. 291, where the buildings in the restricted area were generally set back eight feet from the street, though parts of some of them encroached upon the space to be left open, the court said, regarding their uniform position, "But he (the defendant) was not bound to know from that circumstance that there was any binding agreement in reference to the open space." It is doubtful whether mere uniformity in style or in position should be sufficient to charge a party with notice of a general building plan. A better rule would seem to be that the uniformity of the houses in a restricted area is but one of the circumstances to be considered in determining whether a reasonable man would have been put upon inquiry. Uniformity in style or position might be so distinct as to have this effect.

SALES—FORM OF ACTION ON BUYER'S REFUSAL OF TITLE.—Plaintiff sued on an account for goods sold. At the trial defendant was permitted to introduce evidence that he had countermanded his order for the goods before plaintiff had shipped them. This was objected to by plaintiff on the ground that by the contract the order could not be countermanded and the evidence was therefore immaterial. *Held,* the evidence was properly admitted. *Martin & Lanier Paint Co.* v. *Daniels,* (Ga. App., 1921), 108 S. E. 246.

The court's reason for admitting the evidence was that "while the order for the goods sold provided that it was not subject to countermand, yet if the defendant did in fact countermand it before the goods were shipped, while this would not relieve him from liability, the plaintiff could not maintain an action upon an open account for goods sold and delivered, but would have to sue for a breach of contract." The court cites no authority, but the facts and decision are on all fours with *Acme Food Co.* v. *Older,* 64 W. Va. 255. It is one more decision in disregard of the persistent dictum originated in *Dustan* v. *McAndrew,* 44 N. Y. 72, to the effect that even though the buyer refuses the title the seller may, nevertheless, sue for the price as distinct from damages for breach of the contract. For a full discussion of the subject, see *The Seller's Action for the Price,* 17 MICH. L. REV. 283.

STATUTORY CONSTRUCTION—READING EXCEPTION INTO PENAL STATUTE.—The defendant, who was a motorcycle police officer, while pursuing a speed-law violator, ran into the plaintiff. The defendant was exceeding the speed

limit and running without a light, in violation of the Minnesota Motor Vehicle Act. In a civil action for damages, *held,* defendant was not guilty of negligence *per se. Edberg* v. *Johnson,* (Minn., 1921), 184 N. W. 12.

The statute involved applied to all vehicles not driven by muscular power, except fire department apparatus and police patrol wagons. The court concluded that motorcycle policemen should be classed with drivers of police patrol wagons, since they regarded it as unreasonable that the legislature would have intended that the prohibitions of the statute should apply to a motorcycle police officer who was exceeding the speed limit from necessity in the performance of his duty. While this is obviously a decision based upon good policy, it appears a very liberal construction of the exceptions provided by the statute. Opposed to it, the Texas Court of Civil Appeals held a deputy sheriff guilty of negligence *per se* when he injured himself by running into an obstruction while exceeding the speed limit in pursuit of a speeder. The court admitted that the statute should not affect the officer, but stated that only the legislature had power to ingraft the exception. *Keevil* v. *Ponsford,* (Texas, 1915), 173 S. W. 518. It has been held that chronic addiction to drugs creating symptoms similar to drunkenness would not furnish grounds for divorce under a statute which granted divorce for drunkenness. *Smith* v. *Smith,* (Del., 1919), 105 Atl. 833, 19 COL. L. REV. 412. Similarly, the court refused to insert the word "not" into a statute purporting to regulate the elevation of the beam of light which could be thrown from the headlights of automobiles, when this recourse was necessary to give effect to the legislature's obvious intention. *State* v. *Claiborne,* (Iowa, 1919), 170 N. W. 417, 17 MICH. L. REV. 519. These cases illustrate what is said to be the modern attitude of the courts toward statutes: that is, to try not to deviate from the expressed intention of the legislature, as distinguished from the earlier "equitable construction," which often went so far as to correct the legislative intention to accord with what, in the view of the court, should have been the intention. See 58 U. PA. L. R. 76-86. Some modern cases, however, look further than the literal meaning of a statute, and inquire into the conditions existing at the time of its enactment, and the evil sought to be remedied, in order to arrive at the whole legislative intent. The United States Supreme Court held that Trinity Church in New York, in contracting for the services of a pastor living in England, did not violate the Contract Labor Law. The theory of the court was that, although the statute contained no exception in that regard, still Congress would not have intended that a law which must have been aimed primarily at foreign contracts for laborers should include a contract with a minister, especially since the policy of the law in this country had always been to foster and encourage religion. *Holy Trinity Church* v. *United States,* 143 U. S. 457. An act making it a misdemeanor wilfully to break down a fence in the possession of another did not apply to a man who had a legal right to the fence and the land on which it stood. *State* v. *Clark,* 29 N. J. Law 96. A deputy sheriff who exceeded the speed limit set by a municipal ordinance, while pursuing a felon, was held not subject to prosecution. *State of Washington* v. *Gorham,* 110 Wash. 330, 9 A. L. R. 365. In many cases it is said that a

statute should be interpreted in the light of sound public policy and reasonableness, whenever the intention of the legislature is in doubt, because of ambiguity, or where a strict and literal construction would lead to an absurd result. *Mitchell* v. *Lowden,* 288 Ill. 327; *Bowman* v. *Industrial Commission,* (1919), 289 Ill. 126. The leading case is in harmony with these decisions and seems progressive, although it is inconsistent with some other cases.

UNFAIR COMPETITION—SCOPE OF POWERS OF FEDERAL TRADE COMMISSION —DECEPTION OF CONSUMERS NOT UNFAIR COMPETITION.—A manufacturer of underwear, shirts and hosiery labeled these articles as composed of "wool" and "merino," when they contained much cotton. While this deceived the public, it did not deceive competing manufacturers, among whom such labels were used universally. The Federal Trade Commission, after a hearing, ordered the company to desist and to label its goods as "wool and cotton" or "merino and cotton." Upon petition to revise the order, *held,* the commission acted without authority and order should be reversed. *Winsted Hosiery Co.* v. *Federal Trade Commission,* (C. C. A., 2nd Circ., 1921), 272 Fed. 957.

The common law has afforded no protection similar to that which the Federal Trade Commission attempted to provide by their order. A handbook prepared by the Federal Trade Commission for office use classifies the methods of competition which the courts have passed upon as to unfairness. They include the following: passing off of goods for those of competitor; inducing breach of competitor's contracts; intimidating a competitor's customers by threats to sue for infringements of patents; enticing employes from the service of competitor; defamation of competitor or disparagement of his goods; combinations to cut off competitor's supplies; betrayal of trade secrets; and contracts for exclusive dealing. UNFAIR COMPETITION AT THE COMMON LAW, FEDERAL TRADE COMMISSION REPORT, (1916). It is seen that none of these include deception of the consumer by false labeling, and the only remedy for such an injury has been the private action for fraud. The scope of the authority of the Federal Trade Commission, however, is determined by the statute, and is not limited by precedents in common law and equity. *Sears, Roebuck & Co.* v. *Federal Trade Commission,* 258 Fed. 307. Section V, Federal Trade Commission Act, reads as follows: "That unfair methods of competition in commerce are hereby declared unlawful. The commission is hereby empowered and directed to prevent persons, partnerships, or corporations, except banks and common carriers, from using unfair methods of competition in commerce," and the commission is to hold a hearing and issue an order to desist whenever it "shall have reason to believe that any person, partnership, or corporation has been using any unfair method of competition in commerce, and if it shall appear to the commission that a proceeding in respect thereof would be of interest to the public." 4 FED. STAT. ANN. 577. The decision confines the proceedings of the commission to those practices which are not employed generally by all competing traders and which injure other traders by depriving them of an equal opportunity of disposing of their goods. The court applies the traditional conception